

MILMAN LABUDA LAW GROUP PLLC

3000 MARCUS AVENUE
SUITE 3W8
LAKE SUCCESS, NY 11042

TELEPHONE (516) 328-8899
FACSIMILE (516) 328-0082

June 3, 2022

VIA ECF

United States District Court
Southern District of New York
Attn: Hon. Lorna G. Schofield, U.S.D.J.
40 Foley Square, Courtroom 1106
New York, NY 10007-1312

Re: Edelman v. NYU Langone Health System, et al.
Case No.: 1:21-cv-502 (LGS) (GWG)
MLLG File No.: 209-2020

Dear Judge Schofield:

This firm represents the Plaintiff Dr. Sari Edelman (hereinafter “Plaintiff” or “Dr. Edelman”) in the above-referenced case. Plaintiff writes to respectfully request leave to amend her opposition papers to correct an inadvertent ministerial and clerical error in a chart she submitted in her memorandum of law which Plaintiff herself only recently discovered. See ECF Docket Entries 129 and 133 at 5. The corrected chart, with the changes highlighted in green (and redacted items in yellow as well as green), is below. The previous chart was incomplete.

Doctor	Initial Pay for Clinical Duties	Initial wRVU Target	Initial Clinical Pay Per wRVU	Renewal / Initial Pay for Clinical Duties	Renewal / Initial wRVU Target	Renewal / Initial Clinical Pay Per wRVU	1st / 2nd Renewal Pay for Clinical Duties (If prior to 12/20)	1st / 2nd Renewal wRVU Target	1st / 2nd Renewal Clinical Pay Per wRVU
Dr. Goldberg	██████████ (11/22/13)	██████████	\$83.31	██████████ (1/13/17)	██████████	\$85.47	██████████ (1/16/19)	██████████	\$87.17
Dr. Porges	██████████ (8/11/14)	██████████	\$52.12	██████████ ¹ (4/3/17)	██████████	\$49.50	██████████ ² (12/28/20)	██████████	\$57.28
Dr. Modi	N/A	N/A	N/A	██████████ (2/10/17)	██████████	\$58.94	██████████ (7/24/20)	██████████	\$60.57
Dr. Edelman	██████████ (9/5/14)	██████████	\$41.68	██████████ (11/17/17)	██████████	\$53.46	██████████ ³ (5/1/2021)	██████████	\$53.46

¹ Dr. Porges’ compensation of ██████████ remained intact; the remaining ██████████ was allocated and paid to him for his subsequent “administration/leadership” role. (See Kataev Decl., Ex. M (D000871)).

² Dr. Porges’ compensation increased to ██████████; the remaining ██████████ was allocated and paid to him for his subsequent “administration/leadership” role. (See Kataev Decl., Ex. M (D000878, D000875, D000879)).

³ Plaintiff continued to receive the same pay for the approximately additional six (6) months she worked following her notice of non-renewal and beyond her three (3) year renewed employment agreement.

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This is important to note because it shows that Plaintiff was, at all times, paid less than her male comparators. Plaintiff was unable to find authority on whether leave may be granted to amend a motion after it was filed.

However, Plaintiff respectfully submits that Rule 1 of the Federal Rules of Civil Procedure (hereinafter referred to as “Rules” or “Rule”) provides that the Rules should be construed liberally to secure the just, speedy, and inexpensive determination of every civil proceeding. In that regard, were Plaintiff not permitted to amend the chart in her memorandum of law in opposition to Defendants’ motion for summary judgment, and this Court relied on Defendants’ arguments that Plaintiff’s calculations do not support her claims that she was not paid as well as her male comparators based on same, Plaintiff would have grounds to seek relief under Rule 60 based on the mistake in fact. Finally, considering the amended and complete chart would result in a decision on the merits, as the Second Circuit has repeatedly held it prefers. See Waterscape Resort LLC v. 70 W. 45th St. Holding LLC, No. 21-CIV.-7350 (PAE), 2022 WL 1558314, at *1 (S.D.N.Y. May 17, 2022).

As such, leave should be granted to amend Plaintiff’s memorandum of law in opposition to correct this mistake so that this Court can make a determination on Defendants’ motion for summary judgment on the merits and based on the correct facts.

Plaintiff thanks this honorable Court for its time and attention to this case.

Dated: Lake Success, New York
June 3, 2022

Respectfully submitted,

MILMAN LABUDA LAW GROUP PLLC

_____/s_____
Emanuel Kataev, Esq.
3000 Marcus Avenue, Suite 3W8
Lake Success, NY 11042-1073
(516) 328-8899 (office)
(516) 303-1395 (direct dial)
(516) 328-0082 (facsimile)
emanuel@mllaborlaw.com

cc: Defendants (via ECF).